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APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
09/614,224	07/12/2000	2874	0	23444-712	7	64	2

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PALO ALTO, CA 943041050

FILING RECEIPT



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DOCKETED

Date Mailed: 09/12/2000

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

- Thomas -- Beck Mason, [Residence Not Provided] -- Middle town, NJ --  
Gregory Fish, [Residence Not Provided] -- Santa Barbara, CA --  
Larry A. Coldren, [Residence Not Provided] -- Santa Barbara, CA --

Continuing Data as Claimed by Applicant -- IS A CIP of and --

THIS APPLN CLAIMS BENEFIT OF 60/152,072 09/02/1999  
-- and WHICH CLAIMS BENEFIT OF 60/152,049 09/02/1999  
-- and -- WHICH CLAIMS BENEFIT OF 60/152,038 09/02/1999  
-- This appln is also a CIP of 09/614,377 7/12/2000  
Foreign Applications 09/614,845 7/12/2000 09/614,674 7/12/2000  
09/614,378 7/12/2000 09/614,376 7/12/2000  
09/614,145 7/12/2000 09/614,375 7/12/2000

Title

and 09/614,665 7/12/2000 --  
Method of making a tunable laser source with integrated optical amplifier

Preliminary Class

372

-- Small entity --

Data entry by : MOLLISH, CHRISTINE

Team : OIPE

Date: 09/12/2000



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# ASSIGNMENT OF APPLICATION

Docket Number 23444-712

Whereas, the undersigned:

1. MASON, Thomas Beck  
Santa Barbara, CA
2. FISH, Gregory  
Santa Barbara, CA
3. COLDREN, Larry  
Santa Barbara, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

## METHOD OF MAKING A TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER

- ☒ for which an application for United States Patent was filed on 07/12/2000, Application No. 09/614,224  
☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, Agility Communications, Inc., a corporation, having a place of business at 5385 Hollister Avenue, Suite 309, Santa Barbara, CA 93111, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8/24/00

  
Thomas Beck MASON

Date: 8/22/00

  
Gregory FISH

Date: 8/22/00

  
Larry COLDREN